IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

Arbitration Petition NO. 263 OF 2003

Rajesh M. Khadawala .. ..Petitioner

vs.

M/s. Vithal Bhelwala & ors. ... Respondents.

CORAM: A.S. Aguiar J.
Date: 11 /1 /2005

Miss. S. P. Nanavati for petitioners.
Mr.G. S. Dave and Mr. Amit Seth for respondents nos.1 and 2.
Mr. V. V. Divekar for respondents 4 to 6.
Mr. M. V. Deshmukh, C.R. present.

P.C.

On the earlier date i.e. 5th October 2004, Learned Advocate for the respondent nos.4 to 6 had made a statement before the court that the trunks could be shifted from Court Receiver's office to their said office at Tardeo. Today learned Advocate for the respondent nos.4 to 6 states that his clients are not agreeable to store the trunks at Tardeo Aircondition

Market, Tardeo, as the same are in his possession. He further states that the respondent nos.4 to 6 have no objection to the trunks being stored at Worli Warehouse as earlier suggested by Learned Advocate for the plaintiffs.

In view of the statement now made by Learned Advocate for the respondent nos.4 to 6, Court Receiver to transfer the trunks lying in his office to the Worli premises, within two weeks from this date. Costs to come out from the suit account In view thereof C.R. report made absolute accordingly.

In view of the conflicting stands taken up by Learned Advocate for the respondent nos.4 to 6, costs, as prayed for in prayer clause(b) to be paid by respondent nos.4 to 6. C.R. report made absolute in terms of prayer clauses (b) and (d).

(A. S. Aguiar J.)